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63-4 17WARRANTY DEEDTRANSFER
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JOSEPH KARTER and PATRICIA KARTER of China, County of Kennebec and State of Maine for consideration paid, grant to KENNETH DEVANEY of Waterville, County of Kennebec and State of Maine with WARRANTY COVENANTS the land in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

A certain lot or parcel of land with the buildings thereon, situate in said Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

Beginning on the southeasterly side line of College Avenue at a point one hundred forty (140) feet southwesterly from the dividing line between the land of the Waterville Community Center, Inc. and land conveyed by the Maine Central Railroad Company to Lucien J. Bechard by deed dated March 27, 1946; thence southwesterly along said southeasterly side line of College Avenue a distance of one hundred (100) feet; thence southeasterly on a line at right angle to said southeasterly side line of College Avenue to the land of the Maine Central Railroad Company to a point where a line drawn at right angles from the southeasterly line of College Avenue at a point of beginning would intersect said line of said railroad; thence northwesterly in a straight line to said southeasterly side line of College Avenue, the point begun at.

Reserving and excepting to the Maine Central Railroad Company from the above conveyance all right, title and interest in and to certain poles and wires located on the above described premises and further reserving to the Maine Central Railroad Co., its successors and assigns, the right to enter upon the above described premises for the purposes of removing said poles and wires.

By acceptance of this deed, the Grantee hereby covenants and agrees for himself, his heirs and assigns, to build and maintain at his sole expense along that portion of the above described premises which abuts other land owned, used or occupied by the Maine Central Railroad, any fence which said Grantee, his heirs and assigns, may desire or require at any time hereafter, or which any law or government or authority may require to be constructed by the Maine Central Railroad Company or the Grantee, his heirs and assigns.

This covenant is to run with the land hereinabove conveyed and to be binding upon the Grantee, his heirs and assigns forever.

Meaning and intending hereby to convey the same premises acquired by the within Grantor by Warranty Deed of the Waterville Community Center, Inc., dated February 26, 1949 and recorded in the Kennebec Registry of Deeds Book 888, Page 141.

ANOTHER certain lot or parcel of land situated in the said City of Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

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Beginning at an iron pin located in the east side of College Avenue; and at the northwest corner of land now or formerly owned by the Maine Central Railroad; thence running northerly from the last-mentioned bound, and along the east side of College Avenue a distance of about one hundred ten (110) feet, more or less, to the southwesterly corner of land now or formerly owned by Donald J. Rancourt; thence running easterly and along the southerly boundary of the land of the said Donald J. Rancourt to land marking the right of way of the Maine Central Railroad Company; thence running southerly along the easterly boundary of land of the right of way of the Maine Central Railroad Company to a point which marks the northeast corner of other land of the Maine Central Railroad Company; thence running westerly and along the northerly boundary of land of the said Maine Central Railroad Company to the point of beginning.

This conveyance is subject, however, to all the reservations, exceptions and covenants contained in the deed from Waterville Community Center, Inc. to Leo F. Rancourt, et al, dated September 26, 1949 and recorded in Book 885, Page 75 of the Kennebec County Registry of Deeds, and the Grantee herein hereby covenants and agrees for itself, its successors and assigns to build and maintain at its sole expense along that part of the above described premises which abuts land occupied by the Maine Central Railroad Company any fence which the said Grantor has constructed or which may be desired or required at any time hereafter, or which any law or government authority may require to be constructed by the grantor of the Maine Central Railroad or the Grantee, its successors and assigns forever.

Together with all the equipment, fixtures and personal property now situate in and upon the above described premises.

Being the same premises conveyed to Joseph Karter and Patricia Karter by warranty deed from Donald J. Rancourt and Elizabeth L. Rancourt, dated June 3, 1988 and recorded in the Kennebec County Registry of Deeds in Book 3358, Page 330.

This conveyance is made subject to a first mortgage from Joseph Karter and Patricia Karter to Peoples Heritage Savings Bank recorded in the Kennebec County Registry of Deeds, which Joseph Karter and Patricia Karter agree to pay and hold Kenneth Devaney harmless.

WITNESS our hands and seals this 10th day of August, 1989.


WITNESS


JOSEPH KARTER


WITNESS


PATRICIA KARTER

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THE STATE OF MAINE
Kennebec, ss.

August 10, 1989

Then personally appeared the above named JOSEPH KARTER and PATRICIA KARTER and acknowledged the foregoing instrument to be their free act and deed.

Before me, D. R. Butler
Notary Public
David R. Butler, Esq.

DAVID R. BUTLER
MY COMMISSION EXPIRES:
JUNE 21, 1993



RECEIVED KENNEBEC SS.

1989 AUG 14 AM 9:00

ATTEST: Thomas Butler
REGISTER OF DEEDS